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CIRCULATE

CITY OF HACKENSACK
AND
PATROLMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 9
1979, 1980, 1981

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This Agreement entered into this 2nd day of April, 1979,
by and between the City of Hackensack, New Jersey, hereinafter
referred to as the "City" and Patrolmen's Benevolent Association,
Local No. 9, hereinafter referred to as the "P.B.A.".

ARTICLE I
GENERAL/PUBLIC EMPLOYEES

1.1 GENERAL:

In order to increase general efficiency in the Police Department, to maintain the existing harmonious relationship between the Police Department and its employees and to promote the morale, rights, well being and sincerity of the Police Department, the City and the P.B.A. hereby agree as follows:

1.2 PUBLIC EMPLOYEES:

The Police Department and the individual members of the P.B.A. are to regard themselves as public employees and are to be covered by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE II

SALARIES

2.1 The City of Hackensack hereby recognized Patrolmen's Benevolent Association, Local No. 9, as a sole and exclusive representative of all policemen and police officers, excluding the Chief and the Deputy Chief in accordance with the provisions of Public Laws, Chapter 303, 1968.

2.2 A. The salaries for patrolmen shall be as follows for 1979:

Step 1	\$ 9,700
Step 2	12,300
Step 3	14,900
Step 4	17,600

2.3 B. The salaries for superior officers shall be as follows for 1979:

Sergeant	\$19,375
Lieutenant	20,640
Police Captain	22,300

2.4 C. The salaries for patrolmen shall be as follows for 1980:

Step 1	\$ 9,925
Step 2	12,750
Step 3	15,575
Step 4	18,600

ARTICLE II - SALARIES (Continued):

2.5 D. The salaries for superior officers shall be as follows for 1980:

Sergeant	\$20,450
Lieutenant	21,700
Police Captain	23,200

2.6 E. The salaries for patrolmen shall be as follows for 1981:

Step 1	\$10,150
Step 2	13,200
Step 3	16,250
Step 4	19,600

2.7 F. The salaries for superior officers shall be as follows for 1981:

Sergeant	\$21,550
Lieutenant	22,700
Police Captain	24,200

ARTICLE III

HOLIDAYS

3.1 The City agrees to pay each member for eleven (11) holidays. Payment for such days shall be at straight time and shall be paid in a lump sum in December.

3.2 It is understood by the parties that in those cases wherein an officer serves for less than a full calendar year, he shall receive a pro rata share of his holiday pay.

3.3 If an officer dies while actively employed, his estate shall receive payment for his pro rata earned holiday benefit as outlined above.

ARTICLE IV

CLOTHING ALLOWANCE

4.1 Effective January 1, 1979, the City hereby agrees that it shall pay \$300 per year to officers for a clothing allowance, which allowance shall be payable each December. If an officer has not been in the employ of the City for a full calendar year, he shall be entitled to a pro rata share of the allowance.

4.2 If an officer dies while actively employed, his estate shall receive payment for his pro rata earned clothing allowance.

ARTICLE V.

SICK LEAVE

5.1 The City hereby agrees to provide fifteen (15) days of paid sick leave per full year of employment, such sick leave shall be accumulative in accordance with Civil Services Law.

5.2 In the case of officers not employed for the full year, such officers shall accumulate sick leave at the rate of one (1) day per month of employment.

ARTICLE VI
RETIREMENT LEAVE

- 6.1 A. The City hereby agrees that upon notification of acceptance for retirement from the Police and Fire retirement system, a police officer shall be paid one hundred percent (100%) of his accumulated unused sick leave without limit. Such approved retirees must have been in the employ of the City for at least twenty-five (25) years, except in the case of disability retirement.
- 6.2 B. In the event an active employee dies prior to retirement, without respect to years of service, the employee's estate shall receive the retirement leave payment.
- 6.3 C. Wherever any employee has rendered service in another municipality and has thereafter joined the Police Department of the City of Hackensack, such service in the other municipality may, with the approval in writing of the City Manager, be included within the aforementioned period of twenty five (25) years.

ARTICLE VII
VACATION LEAVE

7.1 The City hereby agrees to provide a paid vacation in accordance with the following schedule: employment of one (1) year but not more than nine (9) years - 18 calendar days; employment of ten (10) years but not more than nineteen (19) years - 24 calendar days; employment of twenty (20) or more years - one month and 2 days.

ARTICLE VIII

MATRIMONIAL LEAVE

8.1 The City hereby agrees to grant up to four (4) calendar days leave with full pay when a member of the Department marries.

ARTICLE IX
LONGEVITY PAY

- 9.1 The City hereby agrees to continue in full force and effect the existing longevity program which provides for one percent (1%) for every two (2) years without a maximum limitation.
- 9.2 The calculations and determination of the longevity pay shall be in accordance with the following system:
- 9.3 In addition to the salary ranges indicated, each employee will receive longevity pay of one percent (1%) for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned each two (2) years service credit on or before January 4, March 31, June 30, or September 30, in order to receive the added one percent (1%) longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as the result of a change in base salary for promotion, increment and a new position, the employee will receive longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee was first

ARTICLE IX - LONGEVITY PAY (Continued)

employed on a full-time basis by the City. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

ARTICLE X

OVERTIME

10.1 A. Paid overtime as used in this Agreement is defined as the time actually worked by an individual in excess of forty (40) hours per week. Same shall be paid except, as hereinafter set forth, at the rate of time and one-half for the hours worked in excess of forty (40) hours per week.

10.2 B. Specialized departments (Detective Bureau, Narcotics Bureau, Youth Division and B.C.I.) shall receive no overtime of any kind either paid or recorded except as herein otherwise provided.

10.3 C. Recorded overtime shall include court time and training time. Pistol Team Training time shall be recorded as a total of twenty four (24) hours per year for each individual, provided, however, that in order to be entitled to such time the individual members must have completed 75% of their matches and 2 of the last 3 matches. Members of the specialized departments hereinabove referred to, if engaging in Pistol Team Training time, shall be entitled to have recorded on their overtime, twenty four (24) hours per year provided said persons shall have complied with the requirements for recorded overtime for Pistol Team Training time as hereinabove set forth.

10.4 Additional recorded overtime may be allowed at the option of the Chief.

ARTICLE X - OVERTIME (Continued)

10.5 Some training may, at the discretion of the Chief, be paid at the rate of time and one half.

10.6 D. The parties hereby covenant and agree that in accordance with existing practice in effect in the Hackensack Police Department, recorded overtime shall be payable at the straight time rate in effect at the time of payment of said recorded overtime.

10.7 E. Recorded overtime may, in the sole discretion of the Chief, be used in those cases where an individual shall have utilized all of his sick days and where an individual may require additional sick leave time.

10.8 F. Anything to the contrary notwithstanding contained herein, it is covenanted and agreed that recorded overtime may be paid off at any time in the discretion of the City of Hackensack provided, however, that where such option is exercised such payment may not reduce the account of an individual below a total of one hundred (100) hours. This minimum of one hundred (100) hours shall be kept on the books to be paid to the individuals in whose favor such overtime exists at the time final payment is to be made.

10.9 Payment of such recorded overtime shall be made either at the retirement of an individual, his termination, or in the event of death to his estate.

10.10 G. With respect to the specialized departments (Detective

ARTICLE X - OVERTIME (Continued)

Bureau, Narcotics Bureau, Youth Division and B.C.I.), it is expressly understood by the parties that the Officers in said divisions shall not receive time and a half in accordance with the foregoing provisions but in lieu of such overtime a compensation program or stipend (if any) shall be established in the sole and absolute discretion of the City Manager.

ARTICLE XI

HEALTH BENEFIT INSURANCE PROGRAM

11.1 A. All Association members covered by this Agreement and eligible members of their families shall be entitled to the following coverage:

11.2 (1) Hospitalization, Major Medical and Rider "J" or its equivalent.

11.3 (2) Hospitalization, Major Medical and Rider "J" or its equivalent coverage for all Association retirees, as defined by the Police and Firemen's Retirement System, to commence at age fifty five (55) until such time as he becomes eligible for Medicare, except for disability Retirees wherein the age limit of fifty five (55) shall be waived.

11.4 At age sixty five (65), coverage to be for employee's (not spouse) Medicare only.

11.5 Each retiree shall be responsible to notify the City when he becomes fifty five (55) and again when he becomes age sixty five (65) for inclusion in the subject insurance coverage.

ARTICLE XII

FUNERAL LEAVE

12.1 The City hereby agrees to provide four (4) calendar days off at full pay for death in the immediate family. Immediate family is hereby defined to include only the following: spouse, child, mother, father, brother, sister, grandparents, grandchildren and all direct and related in-laws.

ARTICLE XIII

EDUCATION

13.1 Effective January 1, 1979, Association members taking courses in Police Science shall be reimbursed for the cost of tuition, when approved in advance in writing by the Police Chief. The total accumulation of allowable credits shall not exceed sixty-nine (69) credits. Such approval will not be unreasonably withheld. Whatever sums of money are to be allotted for taking Police Science courses are subject to agreement between the Police Chief and the employee prior to any commitment.

13.2 The taking of any such course shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not successfully completed or are in excess of sixty-nine (69) credits.

13.3. The City hereby agrees that there shall be added to and made a part of the remuneration of each member of the Association, the sum of Ten (\$10.00) Dollars per annum for each college credit to a maximum of sixty-nine (69) credits successfully completed toward an Associate Degree in Police Science at a recognized institution of higher learning. Any courses less than forty (40) hours in instruction will not be approved. Remuneration will be paid on a bi-weekly basis computed on the number of credits successfully completed as of December 31 of the preceding year. Such additional

ARTICLE XIII - EDUCATION (Continued)

remuneration shall be paid notwithstanding the maximum salary heretofore provided and upon presentation to the Police Chief of a proper certification of successful course completion.

13.4 Association members who have exceeded the maximum credit limit of sixty-nine (69) prior to January 1, 1979, shall not lose this benefit on their excess credits.

ARTICLE XV
MANAGEMENT RIGHTS

15.1 The City hereby retains the right to manage and control its Police Department facilities and in addition retains the right to direct the working force, hire, promote, transfer, discipline or discharge employees for just cause.

15.2 The City, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work, lack of cooperation and initiative, or other legitimate reasons, in order to maintain the efficiency of the Police Department facilities entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Police Department in any situation whatsoever.

ARTICLE XVI

SEVERABILITY AND SAVINGS

16.1 Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

ARTICLE XVII

INJURY LEAVE

17.1 Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave with full pay at the rate of pay in existence at the time of his injury, for one (1) year commencing with the date of such injury, illness or disability; or until such time as he has been accepted for retirement by the Police Pension System. Any payments of temporary disability insurance by the City or its Workmen's Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave.

17.2 The City may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Police Department to examine the employee.

ARTICLE XVIII

PERSONAL DAY

18.1 Effective January 1, 1979, and each subsequent January 1, one (1) personal day off with pay shall be granted to all members of the Bargaining Unit to be used within that calendar year.

18.2 This personal day shall be requested, in writing, 72 hours in advance, and approved by the Police Chief. This day shall not be used before or after a scheduled vacation period or a legal holiday as defined by the State of New Jersey.

18.3 A Police Officer shall be eligible for this benefit only upon completion of 12 months of active employment.

ARTICLE XIX

DURATION

19.1 This Agreement shall be effective from January 1, 1979, through December 31, 1981. This Agreement contains the full and entire understanding of the parties and its full and final settlement of all wages and other terms and conditions of employment.

19.2 IN WITNESS WHEREOF, the parties hereto have caused to be signed by their respective presidents and secretaries, all on the day and year written.

ATTEST:

David L. Duker
City Clerk

CITY OF HACKENSACK

Frank C. Zito
Mayor

J. J. Squillace
City Manager

HACKENSACK PATROLMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 9

WITNESS:

Ernest R. ...

Joseph ...
President, P.B.A. Local #9

Frank J. Picciallo
State Delegate

Dated: *4/4/79*

ARTICLE XIV

GRIEVANCE AND ARBITRATION PROCEDURE

14.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

14.2 A grievance must be initiated by the employee within fifteen (15) calendar days from the time the employee knew or should have known of its occurrence.

14.3 Failure at any step of this procedure of the employer or its representative to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of the employee to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

14.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the City until such grievance has been fully determined.

STEP ONE:

14.5 The grievance shall be discussed by the employee involved with his immediate supervisor. The answer by the said supervisor shall

ARTICLE XIV - GRIEVANCE AND ARBITRATION PROCEDURE (Continued)

be in writing and shall be rendered to the employee within five (5) working days of the close of the said discussion.

STEP TWO:

14.6 If the grievance is not settled by Step One, within five (5) working days of receipt of the answer at Step One, the grievance shall be reduced to writing by the employee and submitted to the Police Chief, or any person designated by him, and the answer to such grievance by the said Police Chief shall be in writing and shall be rendered to the individual employee within five (5) working days of submission.

STEP THREE:

14.7 If the grievance is not settled at Step Two, the employee shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the City Manager for his consideration. A written answer to such grievance by the said City Manager shall be rendered to the individual employee within seven (7) working days of submission.

STEP FOUR:

14.8 If the grievance is not settled at Step Three, the individual employee shall have the right within five (5) working days of receipt of the answer at Step Three to pursue all legal remedies afforded by the provisions of the Civil Service Act or to submit such grievance to an arbitrator. The arbitrator shall be selected

ARTICLE XIV - GRIEVANCE AND ARBITRATION PROCEDURE (Continued)

in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall share equally in the cost of the arbitrator. The employee shall have the right to be represented by the Association or a representative of his own choosing at all steps of this procedure, except Step One.

WORK STOPPAGES:

14.9 Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeisms or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City's facilities.

CONFLICTS BETWEEN GRIEVANCE PROCEDURE AND RULES AND REGULATIONS:

14.10 If in the event of any conflict between the provisions of this Grievance Procedure and the Rules and Regulations governing the Police Department of the City of Hackensack, the Rules and Regulations of the Police Department of the City of Hackensack shall govern.